



## TASK ORDER

### Residential TOU Assistive Technology Pilot and Study

#### I. TASK ORDER SUMMARY

Clean Power Alliance of Southern California (“CPA”) is seeking proposals for a provider to design and study a pilot program that will evaluate the ability of assistive technology to help residential customers migrating to Time-of-use (“TOU”) rates successfully reduce their consumption in response to summer on-peak pricing (“TOU Pilot Program”). The TOU Pilot Program is intended to produce data that will help CPA determine whether assistive technologies can help customers better optimize their electricity consumption for TOU through behavioral changes than they would through price signals alone. The ultimate objective of the TOU Pilot Program is to help CPA determine whether and how to cost effectively implement an assistive technology program at scale by the summer of 2022 to help customers mitigate potential cost increases and ultimately elect to remain on TOU rates in the long term.

CPA is concurrently running a separate solicitation to contract with an assistive technology provider(s) that will participate in the pilot. The types of assistive technology considered for the TOU Pilot in that solicitation may include, but are not limited to, energy or price monitoring in-home displays, signaling devices, mobile applications, or browser extensions.

The selected proposer for this Task Order will assist CPA in designing a pilot to test one or more assistive technology solutions, in conjunction with marketing and educational support provided by CPA and conduct an accompanying study to measure whether they increase residential customer awareness and response to TOU price signals. The customers’ Summer 2021 usage data will be analyzed against usage data from previous years to observe changes in consumption patterns. These customers will also be compared to two alternate study groups: a group that receives only enhanced marketing and education, and a group that receives neither assistive technology nor enhanced marketing and education.

This TOU Pilot will be a collaborative effort between CPA, the selected proposer, and the assistive technology provider(s). CPA may select one or more assistive technologies to be tested in the TOU Pilot. The selected proposer for this Task Order may not be a technology provider in the pilot. The selected proposer will not be responsible for customer recruitment or deploying devices to customers participating in the pilot.

#### II. ABOUT CLEAN POWER ALLIANCE

CPA is California’s largest Community Choice Aggregation (“CCA”) program, established in 2017 as a Joint Powers Authority made up of 32 local agencies across Los Angeles and Ventura Counties. These agencies have joined together to provide cleaner electricity at competitive rates, offering a choice in electricity service providers for the first time to over 1 million customers in our region.

#### III. TASK ORDER BACKGROUND

California’s Investor-Owned Utilities (“IOUs”), including Southern California Edison Company (“SCE”), have begun transitioning residential customers from flat, tiered rates to default Time-of-use (“TOU”) rates as of

October 2020, and will continue through 2022 in accordance with State law and California Public Utilities Commission (“CPUC”) directives. Under SCE’s planned TOU implementation, CPA’s residential customers will be transitioned to TOU rates as the default for their transmission and delivery service, with certain exceptions. CCAs have the discretion to determine whether to transition its customers to default TOU rates for the generation portion of their bill. In January 2020 CPA’s Board of Directors voted to adopt default TOU generation rates in this transition for CPA customers, as well as to implement bill protection and exclude the same customer groups from default. Tiered flat rates will remain an option for SCE and CPA customers that choose to opt-out of the default TOU rates. CPA customers are scheduled to default to TOU rates in February 2022.

CPA currently serves almost 500,000 residential customers that will be eligible for the transition to TOU generation rates. This will represent a significant change to the way customers pay for and use electricity. Currently, most residential customers pay a flat rate for their electricity up to their “baseline” allocation of kilowatt hours (kWh), which varies depending on the climate of where they live. They are then charged a higher flat rate for “Tier 2” energy above their baseline. TOU rates, on the other hand, vary by season and time of day, to more accurately reflect the cost of purchasing power, and are most expensive on weekdays between 4pm and 9pm.

CPA is interested in helping customers learn to respond and remain opted-in to TOU electricity rates for a variety of reasons. Customer response to TOU price signals can:

- Help customers reduce their bills
- Reduce the amount of high-priced energy CPA has to purchase in the wholesale market and smooth out the renewable “duck curve” by shifting usage away from evening peak
- Reduce Greenhouse Gas (“GHG”) emissions by reducing the need for fossil fuel “peaker” generation resources that come online when demand is highest

CPA is also especially interested in ways to ease the transition for customers that are more vulnerable to the potential cost increases caused by lack of awareness or ability to respond to TOU price signals, such as low-income customers, those who live in hotter climate zones, or those customers deemed to be “TOU non-benefitters” based on their current consumption patterns. Existing transition support for customers includes statewide and local Marketing, Education, and Outreach (“ME&O”) campaigns, one year of bill protection, and required yearly rate comparison mailers. While these strategies will assist customers in this rate transition, they provide temporary or infrequent support. CPA is interested in using this opportunity to engage residential customers more consistently and directly on TOU and determine whether CPA can provide additional support that will keep customers invested in TOU rates long term.

#### **IV. TASK LIST**

##### **A. Task #1: TOU Pilot Program Design and Implementation Plan**

The selected proposer will, in consultation with and under the strategic guidance of CPA, design a TOU Pilot Program to launch by June 2021. CPA anticipates this pilot to include 1,000 – 3,000 CPA residential customers, though the final number will depend on enrollment of interested customers. These customers may be required to transition to a TOU rate for the pilot, or they may already be taking service on a TOU rate.

- Review of Recruitment Strategy, Outreach Plan, and Customer Messaging: The selected proposer will review CPA's recruitment strategy and outreach plan for program enrollment, including customer messaging, and make recommendations based on study design (see below).
- Implementation Plan: The selected proposer will develop a TOU Pilot Implementation Plan that will be executed by CPA and pilot technology provider(s). The TOU Pilot Implementation Plan will lay out the design of the pilot and the accompanying study (see Task 2). The TOU Pilot design will describe the method for assignment of customers into high touch and low touch groups, respectively, and compare them against a control group to see if there are measurable differences in load response.
  - **High touch customers** will receive elevated TOU pricing signals communicated to them via an assistive technology or device, combined with enhanced marketing and educational materials.
    - There could be up to three high touch subgroups, one for each potential technology type selected to be tested in the pilot.
  - **Low touch customers** will receive enhanced marketing and education materials only designed and distribution by CPA.
  - A **control group** will receive neither enhanced marketing nor assistive technology during the pilot.

The TOU Pilot Implementation Plan will answer the following pilot design questions:

- How many participants will constitute a good sample size?
- Who are the target customers for pilot, and how should they be assigned to pilot groups?
- What is the best TOU rate for pilot participants to select?
- What is the ideal control group?
- How should program participants be assigned to High Touch, Low Touch, and Control groups, respectively?
- Should CPA offer bill protection in the TOU Pilot, and how should it be designed?
- Pilot Metrics: Selected Proposer will work with CPA and technology providers to develop appropriate pilot metrics to track enrollment, retention, and performance.

**Task 1 Deliverables:** TOU Pilot Implementation Plan, Pilot Metrics

## **B. Task #2: Implementation Support**

Selected Proposer will provide the following services during the implementation of the pilot:

- Assign TOU Pilot participants to high-touch or low-touch pilot study groups
- Conduct analysis of TOU Pilot participant historical load data to determine whether participants are projected TOU benefitters or non-benefitters
- Monitoring pilot participant data on a monthly basis for recommended modifications to pilot messaging or administration

- Regular meetings with CPA staff and technology provider(s) to review pilot metrics

**Task 2 Deliverables:** Monthly updates on participant data and recommended modifications

### **C. Task #3: Data Gathering and Pilot Study**

Customer Awareness Analysis: Before, during, and after the pilot, the selected proposer will conduct and analyze customer surveys to gauge awareness of TOU rates among participating customers in the pilot. Survey results may be used to make mid-program adjustments to marketing and education materials.

Customer Consumption Analysis: At the conclusion of September 2021 billing cycle, selected proposer will conduct a study of customer kilowatt-hour (kWh) consumption and bill impacts for each pilot group utilizing data provided by CPA data manager and pilot technology provider(s). Study should address, at a minimum, the following:

- Was there measurable load consumption pattern change for any of the study groups compared to recent previous summers and compared to the other study group during the study period?
- Did any of the assistive technologies help customers save money?
- Did any of the assistive technologies help CPA save money, in the form of reduced peak energy purchases?
- What was the impact of COVID stay at home orders on study results and load data comparisons?
- How cost effective is the TOU Pilot Program, and what is the cost/benefit for CPA of scaling the program to make assistive technologies available to a greater customer population vs. only providing enhanced marketing vs. providing no supplemental TOU transition support?

**Task 3 Deliverables:** Reporting of Study and Survey Results

### **D. Task #4: Final Report and Recommendation**

At the conclusion of the pilot, the selected proposer will prepare a report summarizing the TOU Pilot and the results of the study to be approved by CPA project team. The audience for this report will be CPA staff and potentially the CPA Board of Directors. This report will also contain recommendations for whether CPA should consider scaling the TOU Pilot Program to full implementation to offer to additional customers during the mass TOU default transition of CPA's residential customers in 2022. The selected Proposer may be asked to attend CPA's January 2022 CPA Board of Directors meeting to discuss the findings of the pilot study. Potential proposers should include in their proposals the breakdown of costs associated with a presentation to CPA's Board of Directors in their proposal.

**Task 4 Deliverables:** Final Report Including Recommendations

## **V. PROJECT SCHEDULE AND COORDINATION**

Each task listed in Section IV, above, will be undertaken in close coordination with CPA's project team. The consultant will discuss initial findings or approaches for each task with CPA's project team before developing final work products in order to avoid rework. CPA's project team will provide timely feedback and input in developing the work product.

The key events for CPA's TOU Pilot Program are listed below and may be subject to change. Note: rows shaded in grey are milestones related to CPA's Board of Director's meeting schedule.

Note that these dates are subject to change and are intended to be used as a guide only.

Action/Milestone	Key Event Date
CPA Task Order Executed/Work Begins	March <del>19</del> <sup>12</sup> , 2021
Task Order kick-off meeting with consultant held	March <del>22</del> <sup>15</sup> , 2021
Task #1 Deliverable Due	No later than Mid-April 2021
Task #2 Deliverables Due	June - September 2021
Task #3 Deliverables Due	November 2021
Task #4 Deliverables Due	December 2021
CPA Board Presentation of Recommendations and Results	January 6 2022

#### A. TASK ORDER SOLICITATION SCHEDULE

- **February 10, 2021:** Task Order released.
- **February 16, 2021 at 2:00pm (pacific time):** CPA Webinar
- **February 19, 2021 by 4:00pm:** Deadline to submit questions to CPA. Please submit questions to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) and [cc:taguirre@cleanpoweralliance.org](mailto:cc:taguirre@cleanpoweralliance.org)
- **February ~~25~~<sup>3</sup>, 2021 by 5:00pm:** CPA to release responses to proposer questions on its website at [www.cleanpoweralliance.org/](http://www.cleanpoweralliance.org/)
- **~~March 5~~<sup>February 26</sup>, 2021:** Deadline for bidder proposals to Task Order solicitation
- **No later than March ~~15~~<sup>8</sup>, 2021:** CPA to Notify Selected Proposer
- **After March ~~19~~<sup>12</sup>, 2021:** Task Order executed, and selected proposer begins work

#### VI. BIDDER WEBINAR, PROPOSER QUESTIONS & CPA RESPONSES

A webinar will be held on February 16, 2021 from 2:00pm to 3:00pm (pacific time). Please use the following link to access the webinar: <https://zoom.us/j/99533822711>. A transcript of the webinar will be posted one business day after the webinar concludes at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/>.

Potential proposers may submit questions regarding this Task Order by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org). All questions must be received by 4:00pm on February 19, 2021. When submitting questions, please specify which section of the Task Order you are referencing and quote the language that prompted the question. CPA will post responses to all of the questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/get-involved/job-contracting-opportunities/> on February ~~25~~<sup>3</sup>, 2021.

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

## **VII. BUDGET**

Pricing may be proposed on either a time and materials basis (with a not-to-exceed amount specified) or fixed price. Subconsultant costs, if applicable, should be broken out separately. In its cost proposal, Provider should budget for regular check-in calls with CPA staff.

### **A. Costs**

Qualified bidders should include costs broken out separately by the following task grouping:

- Task 1
- Task 2
- Task 3
- Task 4

CPA reserves the right to select bidders for one or all tasks and may select multiple bidders to cover different tasks.

## **VIII. PROPOSAL REQUIREMENTS**

Proposals shall include the following components:

- Overall approach to the work
- Detailed project schedule and milestones
- Detailed workplan for completion of deliverables
- List of subconsultants, if applicable, and roles by task
- Examples of similar projects and processes
- Cost, including list of personnel with titles and rates
- Completed Vendor Campaign Contribution Disclosure Form (Exhibit D5)
- Signed Public Records Act Letter Agreement (Exhibit D6)

These components will be the basis for developing a Statement of Work that will constitute the contractual obligation of process, timing, and deliverables provided by the selected proposer.

## **IX. RESERVATION OF RIGHTS**

CPA may, at its sole discretion, accept or reject any or all submittals submitted in response to this task order. CPA also may, in its sole discretion, make no award for this task order or cancel this task order in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with a task order for some of the services included in the proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to submittals, and to negotiate with any or all qualified proposers.

CPA shall not be liable for any costs incurred by the qualified proposer in connection with the preparation and submission of any submittal. CPA reserves the right to waive inconsequential disparities in a qualified proposer's submission. CPA has the right to amend the task order, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this task order. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the submittal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA is

not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the task order at a future date.

## **X. CONFIDENTIALITY AND PUBLIC RECORDS**

Proposals submitted for this task order shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). The selected Bidder's proposal will become a matter of public record when contract negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret", "Confidential", or "Proprietary". CPA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

In the event CPA receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Bidder agrees to defend and indemnify CPA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Bidder who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

## **XI. CONFLICTS OF INTEREST**

CPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Bidders are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Bidders are advised to review all policies, including the Vendor Communication Policy available here: <https://cleanpoweralliance.org/key-documents/>.

You may not contact or receive information outside of this RFP process. If it is discovered that the a prospective proposer contacted and received information from anyone other than the email address specified above and under the process specified herein regarding this solicitation, CPA may, in its sole discretion, disqualify your proposal from further consideration.

## **XII. TASK ORDER CONTACT**

All contact regarding this task order or any matter relating thereto must be in writing and may be emailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to Tyler Aguirre at [taguirre@cleanpoweralliance.org](mailto:taguirre@cleanpoweralliance.org).

## **ATTACHMENTS**

Attachment A – Master Agreement Exhibits

***Attachment A***

***EXHIBIT A***  
**CLEAN POWER ALLIANCE ADMINISTRATION**

**CPA's PROJECT DIRECTOR:**

**Name:** Theodor Bardacke  
**Title:** Executive Director  
**Address:** 801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
  
**Telephone:** (213) 269-5890  
**E-Mail Address:** [tbardacke@cleanpoweralliance.org](mailto:tbardacke@cleanpoweralliance.org)

**EXHIBIT B**  
**CONTRACTOR ADMINISTRATION**

Task Order No. \_\_\_\_\_

CPA Master Agreement No. \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**EXHIBIT C**

**MASTER AGREEMENT TASK ORDER**

**(FIXED PRICE PER DELIVERABLE BASIS)**

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(CONTRACTOR NAME)

Task Order No. \_\_\_\_\_ CPA Master Agreement No. \_\_\_\_\_

Project Title: Residential TOU Assistive Technology Pilot and Study

Period of Performance: \_\_\_\_\_

CPA PROJECT DIRECTOR: Ted Bardacke

CPA TASK ORDER MANAGER Tyler Aguirre

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

III. PAYMENT

A. The Total Maximum Amount that CPA shall pay Contractor for all deliverables to be provided under this Task Order is shown below:

Deliverable	Maximum Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Maximum Amount: \$ _____	

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Statement of Work notwithstanding the fact that total payment from CPA for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Task Order to:

Clean Power Alliance of Southern California  
Attn: Chief Financial Officer  
801 S. Grand Ave., Ste. 400  
Los Angeles, CA 90017  
Email: [accountspayable@cleanpoweralliance.org](mailto:accountspayable@cleanpoweralliance.org)

IV. SERVICES

In accordance with Master Agreement Section 2, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Task Order, and/or that utilizes personnel not specified in this Task Order, and/or that exceeds the Total Maximum Amount of this Task Order, and/or that goes beyond the expiration date of this Task Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS TASK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS TASK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Task Order document confirms Contractor's awareness of the terms and conditions of the Master Agreement and specifically with the provisions of Section 2 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Task Order, and/or
- B. That utilizes personnel not specified in this Task Order, and/or
- C. That exceeds the Total Maximum Amount of this Task Order, and/or
- D. That goes beyond the expiration date of this Task Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY CLEAN POWER ALLIANCE PERSONNEL WHATSOEVER.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
CLEAN POWER ALLIANCE

By: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

***EXHIBIT D***

**FORMS REQUIRED FOR EACH TASK ORDER**

**BEFORE WORK BEGINS**

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D4 CONTRACTOR/SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D5 CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM
- D6 CALIFORNIA PUBLIC RECORDS ACT ACKNOWLEDGEMENT AND AGREEMENT

**EXHIBIT D1**  
**CERTIFICATION OF EMPLOYEE STATUS**

CONTRACTOR NAME: \_\_\_\_\_

Task Order No. \_\_\_\_\_ CPA Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) Contractor's employee(s) or subcontractor; (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below or for its subcontractor (if applicable) for the entire time period covered by the attached Task Order. The Contractor shall be solely responsible for any and all payments to its employees or subcontractor

EMPLOYEES/SUBCOTRACTOR

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT D2**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

CONTRACTOR NAME: \_\_\_\_\_

Task Order No. \_\_\_\_\_ CPA Master Agreement No. \_\_\_\_\_

The Clean Power Alliance will not contract with, and shall reject any response to the Pre-Qualification RFQ submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of CPA or staff of any of the members or members of the Board of CPA.
2. Profit-making firms or businesses in which its employees may have participated in the preparation of the bid or proposal of the Task Order.

Contractor hereby declares and certifies that no Contractor personnel, nor any other person acting on Contractor's behalf, including any subcontractors, who prepared and/or participated in the preparation of the bid or proposal submitted for the Task Order specified above, has a conflict that would prevent them from completing the Task Order.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT D3**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_

Task Order No. \_\_\_\_\_ CPA Master Agreement No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the Clean Power Alliance to provide certain services to CPA. Contractor is required to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors, subcontractors, and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of CPA for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the CPA and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with CPA, including advanced meter infrastructure data or similarly sensitive or confidential information. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with CPA. CPA has a legal obligation to protect all such confidential data and information in its possession, especially advanced meter data, or similar sensitive or confidential data and information. Contractor and Contractor's Staff understand that if they are involved in CPA work, CPA must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for CPA.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the CPA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to CPA Project Director.

Contractor and Contractor's Staff agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or CPA employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other CPA vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Confidentiality and Acknowledgement Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that CPA may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

**EXHIBIT D4**  
**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND**  
**CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_

Employee/Subcontractor Name: \_\_\_\_\_

Task Order No. \_\_\_\_\_ CPA Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the CPA to provide certain services to CPA. CPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the CPA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from CPA by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from CPA pursuant to any agreement between any person or entity and CPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of CPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of CPA, any such investigation shall result in my immediate release from performance under this and/or any future agreements with the CPA.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by CPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from CPA, including advanced meter infrastructure data and similarly sensitive information. In addition, I may also have access to proprietary information supplied by other vendors doing business with CPA. The County has a legal obligation to protect all such confidential data and information in its possession, especially advanced meter infrastructure data or similarly sensitive confidential data and information. I understand that if I am involved in CPA work, CPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for CPA. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and CPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all data and information pertaining to persons and/or entities receiving services from CPA, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or CPA employees who have a need to know the information. I agree that if proprietary information supplied by other CPA vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EXHIBIT D5  
CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

**Government Code Section 84308**

In accordance with California law, bidders and contracting parties are required to disclose, at the time a proposal is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$250 while their contract is pending before the CPA Board; and **further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the CPA Board.** Gov't Code §84308(d).

For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, a CPA Director must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c).

The names of the Regular and Alternate Directors and their member agency is attached hereto as Attachment 1.

\* \* \* \* \*

Every bidder or contractor must disclose as follows:

**Section 1**

Bidder/Contractor (Legal Name): \_\_\_\_\_

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor (See definitions in 2 C.C.R.. §18703.1(d)):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Attach additional pages, if necessary

**Section 2**

Has Contractor or Bidder (identified in Section 1) and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure?

Yes

No

If YES, proceed to Section 3 and complete. Then, sign and date under Section 4.

If NO, proceed to Section 4.

**Section 3**

<b>Regular/Alternate Director</b>	<b>Amount of Contribution</b>	<b>Date of Contribution</b>

\*Attach additional pages, if necessary

**Section 4**

I, \_\_\_\_\_, [print name] am authorized to sign this disclosure on behalf of the Contractor/Bidder identified in Section 1. I acknowledge and understand Government Code Section 84308 requirements. I declare the foregoing disclosures to be true and correct.

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DISCLOSURE DATE: \_\_\_\_\_

**Exhibit D5 - Attachment 1****REGULAR DIRECTORS**

<b>County/City</b>	<b>Regular Directors</b>	<b>Title</b>
<b>Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>Alhambra</b>	Jeff Maloney	Councilmember
<b>Arcadia</b>	Sho Tay	Councilmember
<b>Beverly Hills</b>	Julian Gold	Councilmember
<b>Calabasas</b>	Mary Sue Maurer	Mayor Pro Tem
<b>Camarillo</b>	Susan Santangelo	Councilmember
<b>Carson</b>	Jawane Hilton	Councilmember
<b>Claremont</b>	Corey Calaycay	Councilmember
<b>Culver City</b>	Daniel Lee	Vice Mayor
<b>Downey</b>	Sean Ashton	Councilmember
<b>Hawaiian Gardens</b>	Myra Maravilla	Councilmember
<b>Hawthorne</b>	Alex Monteiro	Councilmember
<b>Los Angeles County</b>	Sheila Kuehl	Supervisor District 3
<b>Malibu</b>	Mikke Pierson	Mayor
<b>Manhattan Beach</b>	Hildy Stern	Mayor Pro Tem
<b>Moorpark</b>	Janice Parvin	Mayor
<b>Ojai</b>	Betsy Stix	Mayor
<b>Oxnard</b>	Bert Perello	Councilmember
<b>Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>Redondo Beach</b>	Christian Horvath	Councilmember
<b>Rolling Hills Estates</b>	Steve Zuckerman	Councilmember

<b>Santa Monica</b>	Kevin McKeown	Councilmember
<b>Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>Simi Valley</b>	Ruth Luevanos	Councilmember
<b>South Pasadena</b>	Diana Mahmud	Councilmember
<b>Temple City</b>	Fernando Vizcarra	Councilmember
<b>Thousand Oaks</b>	Bob Engler	Councilmember
<b>City of Ventura</b>	Sofia Rubalcava	Councilmember
<b>Ventura County</b>	Linda Parks	Supervisor District 2
<b>West Hollywood</b>	Lindsey Horvath	Mayor
<b>Westlake Village</b>	Kelly Honig	Mayor Pro Tem
<b>Whittier</b>	Fernando Dutra	Councilmember

**ALTERNATE DIRECTOR(S)**

<b>County/City</b>	<b>Alternate Director(s)</b>	<b>Title</b>
<b>Agoura Hills</b>	Deborah Klein Lopez	Councilmember
<b>Alhambra</b>	Jeff Maloney	Councilmember
<b>Arcadia</b>	Sho Tay	Councilmember
<b>Beverly Hills</b>	Julian Gold	Councilmember
<b>Calabasas</b>	Mary Sue Maurer	Mayor Pro Tem
<b>Camarillo</b>	Susan Santangelo	Councilmember
<b>Carson</b>	Jawane Hilton	Councilmember
<b>Claremont</b>	Corey Calaycay	Councilmember
<b>Culver City</b>	Daniel Lee	Vice Mayor
<b>Downey</b>	Sean Ashton	Councilmember
<b>Hawaiian Gardens</b>	Myra Maravilla	Councilmember

<b>Hawthorne</b>	Alex Monteiro	Councilmember
<b>Los Angeles County</b>	Sheila Kuehl	Supervisor District 3
<b>Malibu</b>	Mikke Pierson	Mayor
<b>Manhattan Beach</b>	Hildy Stern	Mayor Pro Tem
<b>Moorpark</b>	Janice Parvin	Mayor
<b>Ojai</b>	Betsy Stix	Mayor
<b>Oxnard</b>	Bert Perello	Councilmember
<b>Paramount</b>	Vilma Cuellar Stallings	Councilmember
<b>Redondo Beach</b>	Christian Horvath	Councilmember
<b>Rolling Hills Estates</b>	Steve Zuckerman	Councilmember
<b>Santa Monica</b>	Kevin McKeown	Councilmember
<b>Sierra Madre</b>	Robert Parkhurst	Councilmember
<b>Simi Valley</b>	Ruth Luevanos	Councilmember
<b>South Pasadena</b>	Diana Mahmud	Councilmember
<b>Temple City</b>	Fernando Vizcarra	Councilmember
<b>Thousand Oaks</b>	Bob Engler	Councilmember
<b>City of Ventura</b>	Sofia Rubalcava	Councilmember
<b>Ventura County</b>	Linda Parks	Supervisor District 2
<b>West Hollywood</b>	Lindsey Horvath	Mayor
<b>Westlake Village</b>	Kelly Honig	Mayor Pro Tem
<b>Whittier</b>	Fernando Dutra	Councilmember

**EXHIBIT D6**  
**CALIFORNIA PUBLIC RECORDS ACT**  
**CALIFORNIA PUBLIC RECORDS ACT ACKNOWLEDGEMENT AND AGREEMENT**

The undersigned duly authorized representative, on behalf of (Contractor), acknowledges and agrees to the following:

The contents of its proposal in response to the Task Order solicitation, the contract and any documents pertaining to the performance of the Task Order resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information it believes are confidential or proprietary, the Clean Power Alliance (CPA) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the responsibility of the Contractor to provide to CPA the specific legal grounds on which CPA can rely in withholding information requested under the California Public Records Act, should CPA choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a specific and complete legal basis, including applicable case law that establishes the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by CPA, CPA will release the information as required by the California Public Records Act and the Contractor will hold CPA harmless for release of this information.

It will be Contractor's obligation to defend, at Contractor's expense, any legal actions or challenges seeking to obtain from CPA any information requested under the California Public Records Act withheld by CPA at the Contractor's request.

Furthermore, the Contractor shall indemnify CPA and hold it harmless for any claim or liability, and defend any action brought against CPA, resulting from CPA's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for CPA to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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Name of Firm

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Signature of Authorized Representative

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Print Name and Title of Signatory

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Date

**EXHIBIT E**

**EXECUTED TASK ORDERS**